## Exhibit 31

Phone conversation with Rick Lombardo on 10/21/19 at 1:45 pm

Rick called me following receipt of his separation letter and the cease and desist letter from McGuire Woods. Rick expressed a bit of shock over the strong content in letter. Specifically, he struggled to understand how Chmura was able to view the conversation he and I had on Thursday October 17 as extortion.

I asked Rick if he could explain how else it could be perceived. He requested a \$100,000 payment in exchange for not attempting to solicit our clients to go to a competitor or calling our clients to badmouth Chmura. Rick was unable to explain another way to frame that.

I followed up by asking Rick what he intended to do now. He responded that he was going to forward everything he has received to his attorney for their review. Rick said he intended to wait until he was given feedback by his attorneys before taking next steps.

Rick expressed being disappointed at the small buyout number he was offered (\$10,000). I asked if he understood from Aisha and the separation agreement what he was fully entitled to. He said he did not read the agreement and was unclear from Aisha what he was going to get. I walked him through the logistics and shared that he would receive the commissions that he had earned based on the deals that both close and pay prior to the end of October.

I used this as an opportunity to explain to Rick that the possibly still existed for this to have a positive outcome for all parties involved. Specifically, I reminded him that he still has outstanding opportunities that could conceivably close. If he were willing to work amicable with me and Chmura, we can try to salvage those deals and increase his potential commission payment.

We walked through several potential deals. The first three were opportunities I was already involved with, but the fourth (Wayne County Ohio) was a new one I was not aware of. I told Rick if he thought of any additional accounts worth noting, to email me and let me know.

Lastly, I reminded Rick that we would need to make a handoff to provide him his personal effects from the Cleveland office in exchange for the items that belong to Chmura such as the conference materials, laptop, and conference notes. I reminded him that none of that could be discussed until he has finished reviewing the legal documentation and signed off on the agreement.

That was the end of the call.

Eli Auerbach

Sales Manager